

***Ronald B. Reiss, Attorney at Law***

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Attorney for Plaintiff  
JOHN RODGERS

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JOHN RODGERS,

Plaintiff,

vs.

MANN'S CHINESE CUISINE, INC., MARK  
PHANG, MARK THANG, MARTIN THANG,  
and DOES 1-50, Inclusive.

Defendants.

Case No.: C14-02914 KAW  
Civil Rights

**STIPULATION FOR DISMISSAL OF  
ACTION; ~~PROPOSED~~ ORDER**

**STIPULATION**

Pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, plaintiff JOHN RODGERS ("Plaintiff") and defendants MANN'S CHINESE CUISINE, INC., MARK PHANG, MARK THANG, MARTIN THANG ("Defendants"), by and through their respective attorneys of record, stipulate that:

1. This case has been settled and all issues and controversies between the parties have been resolved to their mutual satisfaction pursuant to the terms of a Settlement Agreement and General Release ("Settlement Agreement") entered into between the parties;

2. Plaintiff's Complaint in the above-entitled action shall be dismissed with prejudice as against all Defendants;

1           3.       The parties consent to and request that the Court retain jurisdiction to enforce the  
2 Settlement Agreement for a period of 18 months after the date hereof, under the authority of  
3 *Kokonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 381-82 (1994); and

4           4.       Outside the terms of the Settlement Agreement, all parties shall bear his, her, or  
5 its own costs and fees in the action.

6  
7           **IT IS SO STIPULATED.**  
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9           Dated: April 20, 2015

RONALD B. REISS, ATTORNEY AT LAW

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11           By: \_\_\_\_\_/S/  
12               Ronald B. Reiss  
13           Attorney for Plaintiff JOHN RODGERS

14           Dated: April 8, 2015

LAW OFFICES OF JOHN D. BENGSTON

15           By: \_\_\_\_\_  
16               John D. Bengston  
17           Attorney for Defendants MANN'S CHINESE  
18           CUISINE, INC.; MARTIN THANG  
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4           4.     Outside the terms of the Settlement Agreement, all parties shall bear his or its  
5 own costs and fees in the action.

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7           **IT IS SO STIPULATED.**


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9           Dated: \_\_\_\_\_, 2015

RONALD B. REISS, ATTORNEY AT LAW

10  
11           By: \_\_\_\_\_  
12                 Ronald B. Reiss  
13                 Attorney for Plaintiff JOHN RODGERS

14           Dated: 4/8, 2015

LAW OFFICES OF JOHN D. BENGTON

15           By:   
16                 John D. Bengton  
17                 Attorney for Defendants  
18                 MANN'S CHINESE CUISINE INC.; MARTIN  
19                 THANG

**ORDER**

The parties having so stipulated,

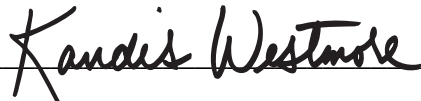
IT IS HEREBY ORDERED that:

1. Plaintiff's Complaint in the above-entitled action shall be dismissed with prejudice as against all Defendants;

2. By consent of the parties, the Court shall retain jurisdiction in this matter for the purpose of enforcing the terms of the Settlement Agreement for a period of 18 months from the date hereof; and

3. All parties shall bear his, her, or its own costs and fees in the action.

Dated: 4/21, 2015

  
HON. KANDIS A. WESTMORE  
U.S. MAGISTRATE JUDGE